

EXHIBIT E**MAINTENANCE PLAN**

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I. INTRODUCTION

This Maintenance Plan between [Concessioner Name] (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Hot Springs National Park (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of this Contract. Revisions must be reasonable and in furtherance of the purposes of this Contract.

2. STATEMENT OF PURPOSE/GENERAL MAINTENANCE RESPONSIBILITIES

The purpose of this Plan between Hot Springs National Park, National Park Service, and the Concessioner is to define clearly the maintenance and repair responsibilities of each party with respect to Concession Facilities and land assigned to or used by the Concessioner. Land assignment is appended to this Plan (Exhibit C of Contract).

It is the mutual decision of both parties to assure that needed maintenance and repairs are achieved in a timely manner, thereby assuring that the safety, appearance and useful life of all Concession Facilities are preserved and enhanced to the extent possible while insuring quality service to the public.

3. INVENTORY

The inventory of the Concession Facilities assigned to the Concessioner is included in Exhibit C of the Contract.

4. MAINTENANCE INSPECTIONS

There shall be at least one annual joint comprehensive maintenance inspection conducted of buildings, utilities, grounds, and equipment each operating year by the Service and Concessioner. This inspection will determine if Concession Facilities are satisfactorily maintained and in compliance with all applicable laws, codes, policies, and regulations. The inspection report will be in the form of a written narrative with all deficiencies noted. The Service and Concessioner will establish correction dates for all deficiencies.

5. ACCESS TO CONCESSION FACILITIES

The Superintendent or designated representatives will have access to all Concession Facilities at Hot Springs National Park to conduct evaluations and other required inspections.

6. MAINTENANCE RESPONSIBILITIES

The Concessioner shall perform all maintenance and repair needed to maintain all Concession Facilities, grounds, and utilities in such condition that they may be used for their intended purposes.

6.1. Buildings

Concessioner Responsibilities:

- A) Repair and maintain, all parts of the load-bearing structure including roofing.
- B) Repair and maintain all heating and air conditioning systems and equipment to industry and applicable OSHA standards.
- C) Maintain and repair all components of the electrical system from the termination of the utility provider's responsibility in compliance with all electrical code requirements. This includes interior and exterior lighting, fixtures, switches, boxes, etc.
- D) Repair and maintain elevator.
- E) Repair and maintain all interior and exterior walking surfaces. Maintain safety railings on steps and hazardous walkways. Walkways shall be free of tripping hazards.
- F) Paint interior surfaces on a 5-year cycle or earlier if needed.
- G) Preservation maintenance, routine maintenance, and repair on all structures must be consistent with Service standards and guidelines. Any changes in the architecture, building interior or exterior, including color and material must be approved in advance by the Service.
- H) Repair and maintain all doors, door frames, door trim, wall coverings, ceiling coverings, windows, window frames, floors, and floor coverings.
- I) Repair and maintain all glass in windows, doors, screens, etc.
- J) Comply with all applicable building codes.
- K) Repair and maintain all water system components inside the Concession Facilities to Service standards. This includes water piping, faucets, water heaters, spigots, treatment and filtration system, sinks, commodes, sewer lines, etc.
- L) Provide treatment for termites, other insects, mice, or other pests by fumigation (or other means) approved by the Service. The Superintendent must authorize all pesticide use before any application is conducted.
- M) Repair, maintain, or replace all equipment, registers, display counters, shelving, and furniture.
- N) Provide all cleaning supplies, lamp bulb replacement, and cleaning service to ensure a clean and sanitary condition and appearance. Provide periodic window cleaning to maintain a clean appearance.
- O) Maintain in a serviceable condition or repair as necessary exterior and interior safety devices, fire detection and suppression devices, equipment, and appurtenances, as well as

fire extinguishers, consistent with all applicable fire and safety codes. Conduct periodic tests of all safety devices, fire detection and suppression devices, equipment and appurtenances. Replace smoke detector batteries with alkaline batteries on an annual basis, or when needed.

Service Responsibilities:

- A.) Maintain inspection schedules and appropriate state licenses for elevator.
- B.) Paint exterior surfaces on a 5-year cycle or earlier if needed.
- C.) Any additional maintenance which would incur leasehold surrender interest, which would include the installation of fixtures, will be accomplished by the Service as necessary.

6.2. Utilities

Concessioner Responsibilities:

- A) The Concessioner will obtain telephone, electricity, gas, water, trash pickup, sewer, and all other utility services from local utility companies and pay directly to them for services.
- B) The Concessioner is responsible to maintain and repair all utility lines from meters to the Concession Facility.
- C) The Concessioner shall have responsibility to maintain and repair the thermal water distribution lines from the first valve inside the bathhouse.

Service Responsibilities:

- A) The Service will supply thermal water to the Concessioner.
- B) The Service will issue monthly statements for Concessioner thermal water service. Payments are within 20 days of receipt of the Bill for Collection.
- C) The Service will replace the thermal water distribution lines as necessary.
- D) The Service will replace all utility lines from meters to the Concessions Facility as necessary.

6.3. Grounds and Landscapes

Concessioner Responsibilities:

- A) Pickup all litter and garbage within the Concessioner assigned area and keep the area free of litter, garbage, abandoned equipment, etc. Containers will be kept well maintained, serviceable, emptied on a regular basis, and the site free of spills, waste, and litter.

B) The Concessioner will keep the assigned areas free of snow, materials, noxious weeds, tree limbs, or shrubs that are hazardous to the building or visitors, keeping all walkways swept, and for the placing and daily cleaning of cigarette butt receptacles.

C) Maintain the plants, flowers, grass, and landscape features in the assigned area including fertilizing, mowing, watering, seasonal flower planting, pruning, and replacing shrubs and plants. Area to be maintained to Service approved landscape plans.

Service Responsibilities:

A) The Service will repair and maintain light poles and sidewalks adjacent to the Concessioner's assigned land use area.

B) The Service will trim and provide general maintenance of the holly hedges, magnolia trees, and grass adjacent to the Concessioner's assigned land use area.

C) The Service will provide water for landscape watering.

6.4. Signs

Concessioner Responsibilities:

A) The Concessioner shall be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operation and services within the assigned area. The Concessioner is responsible to ensure that its signs throughout the assigned area are compatible with Service standards and/or area sign plans. All signs including style and text must be approved in advance by the Superintendent.

B) The Concessioner shall install, maintain, and replace regulatory, control, or warning signs which the Concessioner has been directed by the Superintendent to install within the assigned area.

Service Responsibilities: The Service will be responsible for constructing, obtaining, installing, and maintaining traffic, safety, regulatory, operational, directional, informational, or other signs that affect the safety and well-being of visitors of the area.

7. GENERAL PROVISIONS

A) The Concessioner shall be responsible for repairing any damage caused to any assigned structure or utility due to negligence on the part of a Concessioner employee or supplier.

B) The Concessioner is responsible for complying with the Uniform Federal Accessibility Standards (UFAS) in the assigned area. All designs must meet NPS, ADA, and UFAS standards. Ramps must not interfere with street-sweeping by extending into the roadway or parking area.

C) The Concessioner shall maintain health and safety standards and take all necessary mitigative and corrective measures to ensure healthy working environments in all assigned land, buildings, and improvements.

- D) Any alteration to design, modification in use, or change in color of a building, structure, or facility must be specifically approved by the Superintendent.
- E) The Concessioner must furnish drawings and plans and obtain written approval from the Superintendent before any improvements, changes, or construction projects may be initiated. The Concessioner will not incur any leasehold surrender interest under this contract.
- F) All workmanship and materials must meet prescribed Government standards and specifications.
- G) The Concessioner shall report any deficiencies in park maintenance to the Superintendent in writing.
- H) Maintenance and/or repairs performed by the Concessioner or repairs charged to the Concessioner by the Government do not imply or convey any leasehold surrender interest in facilities described in this Contract.
- I) NPS Director's Orders to be followed in repair and building projects are: DO-10, Drafting Guidelines; DO-12, NEPA Compliance; DO-28, Cultural Resource Management.
- J) In the event the Concessioner fails to complete any of the "Concessioner Responsibilities" identified in this Plan, and the Service provides them upon demand from the Concessioner, or at the direction of the Superintendent, the Concessioner shall reimburse the Service on a Cost Reimbursement basis.